

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1 3							
2. AMENDMENT/MODIFICATION NO. M115		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable)							
6. ISSUED BY U. S. Department of Energy Office of River Protection P. O. Box 450, MS H6-60 Richland, WA 99352		CODE		7. ADMINISTERED BY (If other than item 6)		CODE							
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CH2M HILL Hanford Group, Inc. P.O. Box 1500 Richland, WA 99352				9A. AMENDMENT OF SOLICITATION NO.									
				9B. DATED (SEE ITEM 11)									
				10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC27-99RL14047									
				10B. DATED (SEE ITEM 13) September 30, 1999									
CODE		FACILITY CODE											
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS													
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.													
Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.													
12. ACCOUNTING AND APPROPRIATION DATA (if required) N/A													
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;">✓</td> <td style="width: 95%;">C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Contract Clause I.65 – Changes – Cost Reimbursement (AUG 1987) – Alternate II (APR 1984)</td> <td style="width: 5%; text-align: center;">NO.</td> </tr> <tr> <td></td> <td>D. OTHER (Specify type of modification and authority)</td> <td></td> </tr> </table>								✓	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Contract Clause I.65 – Changes – Cost Reimbursement (AUG 1987) – Alternate II (APR 1984)	NO.		D. OTHER (Specify type of modification and authority)	
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	D. OTHER (Specify type of modification and authority)												
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign and return <u>3</u> copies to the issuing office.													
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)													
1. The purpose of this modification is to revise Performance Based Incentive (PBI) Number 3, Revision No. 2, dated June 30, 2004. <ol style="list-style-type: none"> a. Element number 7 is inserted into this PBI, description and other information follows. b. Element number 7 is a stand-alone, fee bearing milestone, not subject to the Desired Endpoint/Outcome, Fee Payment Schedule, Fee Bearing Milestones, Government Furnished Services/Items (GFS/I), Commitments, or Definitions, as integrated into the PBI Number 3 document. 													
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.													
15A. NAME AND TITLE OF SIGNER (Type or print) D. B. Cartmell, Vice President and CFO				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cloette B. Reid, Contracting Officer									
15B. CONTRACTOR/OFFEROR Original Signed By <i>(Signature of person authorized to sign)</i>		15C. DATE SIGNED 12/15/05		16B. UNITED STATES OF AMERICA BY Original Signed By <i>(Signature of Contracting Officer)</i>		16C. DATE SIGNED 12/15/05							

- c. This modification does not increase the contract value. Funding for this PBI fee element modification is included in the ceiling price of the existing contract.
2. Contractor will be paid incremental fee in accordance with Contract Clause H.2.
3. This PBI is provided in partial consideration for the Contractor's requests for equitable adjustment submitted under Contractor letters number CH2M-0503352, -0503342, and 0503385 and all referenced correspondence therein. Reallocation of fee from the existing fee pool to provide for the incremental fee identified below shall be accomplished as part of the resolution of those equitable adjustments.
4. Fee Bearing Milestone number 7 follows:

Fee Bearing Milestones

7. Remote Water Lance (RWL) technology development for hard heel wastes.
Performance Fee: \$500,000.

Retrieve Single-Shell Tank waste in accordance with HFFACO requirements. Completion of items 'a' and 'b' below will entitle Contractor to incremental fee payments.

"Demonstrate the Remote Water Lance technology" shall mean operations of the RWL utilizing installed retrieval equipment in accordance with the contractor-approved test plan to retrieve the maximum amount of waste in accordance with the HFFACO retrieval requirements.

"Limits of Technology" shall be determined by the Contractor in accordance with the Contractor-approved procedure with ORP concurrence that the limits of technology have been met in accordance with HFFACO.

"Major Equipment Failure" shall be limited to the Remote Water Lance system.

- a. Demonstrate the Remote Water Lance technology in conjunction with existing retrieval technology to retrieve to the limits of the technology or major equipment failure of the developmental Remote Water Lance.
- b. Complete and issue a technology development report for the RWL test, operational considerations and future applications.
 1. General arrangement diagrams
 2. System description
 3. Cost, schedule and technical performance for the RWL development and operations.
 4. Summary of waste removal and residual tank volume including calculations.
 5. Retrieval technology performance documentation.
 6. Discuss feasibility/viability of RWL technology, the feasibility of further development and estimated for developmental and operational costs.
 7. Evaluation of the application and benefit of the technology to the removal of tank waste.
 8. Opportunities and recommended actions to refine or develop this or related tank waste technologies, based on lessons learned.

9. Recommendations for further actions and proposed schedule(s).

The Contractor will earn \$500,000 of incremental fee only at completion of milestones 'a' and 'b' above. No provisional fee will be paid.

5. All other terms and conditions of this contract remain the same.